

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

UNITED STATES OF AMERICA §

VS.

ZHENGDONG CHENG

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No. 4:20-cr-00455

BOND FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in this case on August 10, 2021 (DE 52), for and in consideration of bond being set by the Court for Defendant ZHENGDONG CHENG, in his capacity as Defendant and Grantor, and FENGYIZHU CHENG, in her capacity as a third-party surety and grantor, hereby undertake the following obligations, understand, warrant, and agree to a security bond by the posting of certain real property as follows:

1. ZHENGDONG CHENG and FENGYIZHU CHENG, husband and wife, warrant that they are the sole record owners and titleholders of the following real properties, hereinafter described as “subject property”:

a) The real property located at 2417 Norham Dr., College Station, Texas, with a legal description of LOT TWO (2), BLOCK THREE (3), CASTLEGATE SUBDIVISION SECTION 9, CITY OF COLLEGE STATION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 4820, PAGE 94 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY;

b) The real property located at 610 Hartford Dr., College Station, Texas,

with a legal description LOT ONE (1), BLOCK ELEVEN (11), WESTFIELD ADDITION PHASE 3, CITY OF COLLEGE STATION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 4444, PAGE 283 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

- c) The real property located at 3805 Westfield Dr., College Station, Texas, with a legal description LOT FIFTEEN (15), BLOCK (1), WESTFIELD ADDITION PHASE 1, CITY OF COLLEGE STATION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3653, PAGE 246, OFFICIAL RECORDS, BRAZOS COUNTY, TEXAS;
- d) The real property located at 715 Pasler St., College Station, Texas, with a legal description LOTS TWENTY-SEVEN (27), TWENTY-EIGHT (28) AND TWENTY-NINE (29), JOE PASLER'S SUBDIVISION, CITY OF COLLEGE STATION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 91, PAGE 583 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

2. ZHENGDONG CHENG and FENGYIZHU CHENG received a copy of the Court's Order Setting Conditions of Release and understand its terms and conditions.

3. ZHENGDONG CHENG and FENGYIZHU CHENG understand and agree that the Defendant will be subject to the terms and conditions of the Order Setting Conditions of Release until the first of any of the following events: (a) Defendant surrenders to serve his sentence; (b) Defendant is taken into custody by order of the Court in the above-captioned matter; (c) the

above-captioned matter is dismissed against the Defendant in its entirety; or
(d) judgment of acquittal is entered in the above captioned matter in Defendant's favor..

4. ZHENG DONG CHENG and FENG YI ZHU CHENG agree that publicly docketed filings in the above-captioned matter constitute adequate notice to each of them as sureties of all judicial proceedings in the case, including any modifications to the Court's Order Setting Conditions of Release.

5. ZHENG DONG CHENG and FENG YI ZHU CHENG understand and agree that this Bond Forfeiture Agreement extends and applies to any modified Order Setting Conditions of Release entered by the Court in the above-captioned matter.

6. ZHENG DONG CHENG and FENG YI ZHU CHENG agree that their equitable interests in the subject property shall be forfeited to the United States of America, should the Defendant fail to appear as required by the Court, during the pendency of the Order.

7. ZHENG DONG CHENG and FENG YI ZHU CHENG agree to execute a quit claim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District

Court, Southern District of Texas, until further Order of the Court.

8. ZHENGDONG CHENG and FENGYIZHU CHENG understand that the United States of America will seek an Order from the Court pursuant to Federal Rule of Criminal Procedure 46, authorizing the United States of America to record the above-described deed and take other action that may be necessary to perfect its interest in the subject property, should the Defendant fail to appear as required by the Court or otherwise violate any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

9. ZHENGDONG CHENG and FENGYIZHU CHENG understand and agree that should the Defendant fail to appear as required by the Court's Order Setting Conditions of Release, ZHENGDONG CHENG and FENGYIZHU CHENG will forfeit any posted \$100,000.00 cash deposit or pledge a \$100,000 cash bond from an approved surety or bail bond company.

10. ZHENGDONG CHENG and FENGYIZHU CHENG agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interests therein, including any effort to sell or otherwise convey the property without leave of Court.

11. ZHENGDONG CHENG and FENGYIZHU CHENG each

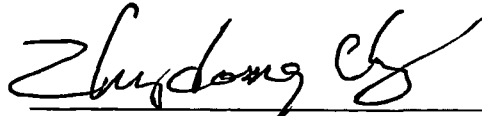
declare that they read the foregoing Bond Forbearance Agreement and understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Bond Forfeiture Agreement, or in connection with the bond set for either Defendant, they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

12. ZHENGDONG CHENG and FENGYIZHU CHENG agree that the United States shall file and record lis pendens in the real property records of Brazoria County, Texas as notice of encumbrance on the subject properties.

13. ZHENGDONG CHENG and FENGYIZHU CHENG understand and agree that failure to comply with any term or condition of this Bond Forfeiture Agreement will constitute grounds for the United States to request that the bond posted for the Defendant's release be revoked and the subject property be forfeited to the United States.

I, ZHENG DONG CHENG, declare under penalty of perjury that the foregoing is true and correct.

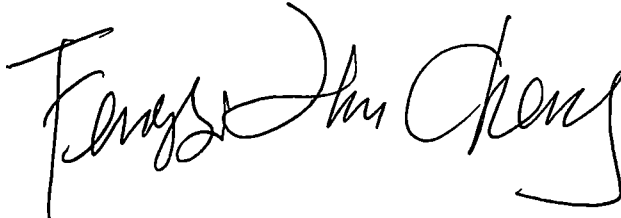
Signature:


ZHENG DONG CHENG, Defendant

Executed on the 13 day of September, 2021.

I, FENG YIZHU CHENG, declare under penalty of perjury that the foregoing is true and correct.

Signature:


FENG YIZHU CHENG, Third-Party Surety & Grantor

Executed on the 4th day of September, 2021. 09/04/2021